



## King County

Department of Natural Resources and Parks

King Street Center, Suite 700

201 South Jackson Street

Seattle, WA 98104-3856

(206) 296-8687

### DETERMINATION OF NONSIGNIFICANCE

**NAME OF PROPOSAL:** Soaring Eagle Park (formerly known as Section 36 Regional Park) Transfer to the City of Sammamish.

**DESCRIPTION OF PROPOSAL:** The proposal is the transfer of a 29.99-acre portion of Soaring Eagle Park to the City of Sammamish for potential future use for active recreation, which will be evaluated through SEPA in conjunction with any project-specific proposal.

**LOCATION OF PROPOSAL:** The proposed area for transfer is located near the center of the southern boundary of Soaring Eagle Park. The site is to the north and west of the terminus of Trossachs Boulevard, which provides public access to the park from the south.

**PROPONENT & LEAD AGENCY:** King County Department of Natural Resources and Parks

The lead agency for this proposal has determined that the proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). In making this Threshold Determination, the responsible official has reviewed the completed environmental checklist and other environmental information on file with the lead agency. The Draft and Final Environmental Impact Statements (DEIS and FEIS) for Section 36 Regional Park Master Plan, 2000, along with other environmental documents are incorporated by reference because they contain information on existing conditions, impacts and mitigation measures documented during early stages of the Section 36 master planning process. This information is available for review upon request (and copying for a nominal photocopying charge) of File Number DPR-S-08-001 at the Department of Natural Resources and Parks, and at the reference desks of the Sammamish, Issaquah and Bellevue libraries.

This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340. The lead agency will not act on this proposal until after Wednesday, January 23, 2008. The public comment period is fourteen (14) days from the date of issuance of the DNS pursuant to WAC 197-11-500. Any comments must be submitted in writing by 4:30 P.M., Wednesday, January 23, 2008. If you have any questions, concerns, or require additional information, please contact Sharon Claussen at (206) 263-6205.

Responsible Official: Tom Koney

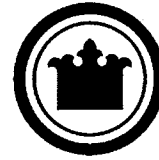
Position / Title: Assistant Director, Department of Natural Resources and Parks

Phone / Fax: (206) 296-8687 and FAX (206) 296-8686

Address: King Street Center Building, Suite 700  
201 South Jackson Street  
Seattle, WA 98104-3856

Signature: \_\_\_\_\_

Date: 1-2-08



**King County**

## **ENVIRONMENTAL CHECKLIST**

---

---

### ***Purpose of the Checklist:***

The State Environmental Policy Act (SEPA), Chapter 43.21 RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### ***Instructions for Applicants:***

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write **“do not know”** or **“does not apply.”** Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be a significant adverse impact.

### ***Use of Checklist for Nonproject Proposals:***

Complete this checklist for nonproject proposals, even though questions may be answered **“does not apply.”** In addition, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (PART D).

For nonproject actions, the references in the checklist to the words **“project,” “applicant,”** and **“property or site”** should be read as **“proposal,” “proposer,”** and **“affected geographic area,”** respectively.

**A. BACKGROUND****1. Name of the proposed project, if applicable:**

Transfer of 29.99 acres of Soaring Eagle Park (formerly known as Section 36 Regional Park) to the City of Sammamish

**2. Name of Applicant:**

King County Department of Natural Resources and Parks  
Park and Recreation Division

**3. Address and phone number of applicant and contact person:**

King County Water and Land Resources Division  
201 South Jackson Street, Suite 700  
Seattle, WA 98104-3855  
Phone: 206-296-8687  
Fax: 206-296-8686

Attn: Sharon Claussen

**4. Date checklist prepared:**

December 31, 2007

**5. Agency requesting checklist:**

King County Department of Natural Resources and Parks  
Parks and Recreation Division

**6. Proposed timing or schedule (include phasing, if applicable):**

Council action proposed in 2008. Transfer implementation in 2008-9.

**7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**

No

**8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

City of Sammamish prepared a wetland delineation study. Department of Development and Environmental Services (DDES) review of Critical Areas Designation consisted of site visits in 2005 and 2006, review of the wetland delineation report, and in-office review of existing maps and inventories. A map was prepared showing all critical areas. DDES letter of 12/7/2006 to the City of Sammamish.

King County has done extensive environmental study of the Soaring Eagle Park (formerly Section 36 Regional Park). These studies include analysis of the area proposed for transfer,

including plant and animal life, recreation, and transportation infrastructure. A Draft and Final EIS were prepared for the Section 36 Regional Park Master Plan, which analyzed the recreational potential of Section 36. The Draft EIS analyzed various configurations of recreational development, impacts and alternatives.

Environmental documents prepared for the Section 36 Regional Park Master Plan, and incorporated in this checklist by reference pursuant to WAC 197-11-635, include:

- Site Inventory and Analysis, Section 36 Regional Park Master Plan, 1995
- Site Alternative Concepts, Section 36 Regional Park, 1995
- SEPA Checklist and Environmental Analysis, July 1999
- Draft Environmental Impact Statement, Section 36 Regional Park Master Plan, April 2000
- Final Environmental Impact Statement, Section 36 Regional Park Master Plan, September 2000
- Critical Areas Designation letter to City of Sammamish from Betsy MacWhinney, Senior Ecologist, King County DDES, December 7, 2006 and related attachments.

The aforementioned documents are incorporated by reference because they contain information on existing conditions, impacts and mitigation measures documented during early stages of the Section 36 master planning process. These documents are available for review at the King County Department of Natural Resources and Parks, King Street Center, 201 South Jackson Street, Suite 700, Seattle, Wa 98104, and at the reference desks of Sammamish, Issaquah and Bellevue libraries.

9. *Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.*

None

10. *List any government approvals or permits that will be needed for your proposal, if known.*

Transfer of county park property requires King County Council Approval and Executive signature.

11. *Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on the project description.)*

This is a proposal to transfer a 29.99 acres portion of Soaring Eagle Park to the City of Sammamish for potential future use for active recreation which will be evaluated through SEPA in conjunction with any project specific proposal.

12. *Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity plan, and topographic map, if reasonably available. While you should submit any plans required by*

*the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.*

Section 36 Township 25 Range 6. The proposed area for transfer is located near the center of the section line along the southern boundary of Soaring Eagle Park. This is to the north and west of the terminus of Trossachs Boulevard which provides public access to the site from the south.

## B. ENVIRONMENTAL ELEMENTS

### 1. Earth

- a. *General description of the site (underline one): flat, rolling, hilly, steep slopes, mountainous, other.*

Does not apply to this proposed action. The City of Sammamish will evaluate any future, proposed development project(s) through the SEPA process and will apply for permit approval by King County Department of Development and Environmental Services (DDes).

- b. *What is the steepest slope on the site (approximate percent slope)?*

Does not apply to this proposed action.

- c. *What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.*

Does not apply to this proposed action.

- d. *Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.*

Does not apply to this proposed action

- e. *Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate the source of fill.*

Does not apply to this proposed action.

- f. *Could erosion occur as a result of clearing, construction, or use? If so, generally describe.*

Does not apply to this proposed action.

- g. *About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?*

Does not apply to this proposed action.

- h. *Proposed measures to reduce or control erosion, or other impacts to the earth, if any:*

Does not apply to this proposed action.

## 2. Air

- a. *What types of emissions to the air would result from the proposal (for example, dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities, if known.*

Does not apply to this proposed action.

- b. *Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.*

Does not apply to this proposed action.

- c. *Proposed measures to reduce or control emissions or other impacts to the air, if any:*

Does not apply to this proposed action.

## 3. Water

- a. *Surface:*

- 1) *Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe the type and provide names. If appropriate, state what stream or river it flows into.*

Soaring Eagle Park contains numerous streams, seasonal streams and wetlands. These will be identified and evaluated in association with any future development proposal. For the proposed transfer, the City of Sammamish has prepared a wetland delineation study identifying the location of two Category III wetlands, which would require 150-foot buffers under the current King County Critical Areas code. According to DDES, no stream is located in the transfer area. (Critical Areas Designation letter to City of Sammamish from Betsy MacWhinney, Senior Ecologist, King County DDES, December 7, 2006 and related attachments.) . The majority of this parcel is in the East Lake Sammamish Basin with a smaller portion in the Patterson Creek Basin.

The City of Sammamish will evaluate any future, proposed development project(s) through the SEPA process and will apply for permit approval by King County Department of Development and Environmental Services (DDES). Potential adverse environmental impacts and mitigation will be evaluated as part of the SEPA process. Mitigation measures will be conditions of permit approval by DDES. Typically, DDES requires a Temporary Erosion and Sedimentation Control Plan (TESCP) prior to permit approval.

- 2) *Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.*

Does not apply to this proposed action

- 3) *Estimate the amount of fill and dredge material that could be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.*

Does not apply to this proposed action.

- 4) *Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known.*

Does not apply to this proposed action.

- 5) *Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.*

No

- 6) *Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.*

Does not apply to this proposed action.

b. *Ground:*

- 1) *Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities, if known.*

Does not apply to this proposed action.

- 2) *Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to*

Does not apply to this proposed action.

c. *Water Runoff (including storm water):*

Does not apply to this proposed action.

- 1) *Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.*

Does not apply to this proposed action.

- 2) *Could waste materials enter ground or surface waters? If so, generally describe.*

Does not apply to this proposed action.

- d. *Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:*

Does not apply to this proposed action.

#### 4. Plants

- a. *Check or underline types of vegetation found on the site:*

- X ☐ Deciduous trees: alder, maple, aspen, other  
X ☐ Evergreen trees: fir, cedar, pine, other  
X ☐ Shrubs  
☐ Grass  
☐ Pasture  
☐ Crop or grain  
☐ Wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other  
☐ Water plants: water lily, eelgrass, milfoil, other  
☐ Other types of vegetation

- b. *What kind and amount of vegetation will be removed or altered?*

Does not apply to this proposed action.

- c. *List threatened or endangered species known to be on or near the site.*

Does not apply to this proposed action. For analysis of plants, refer to Draft and Final EIS, Chapter 3.

- d. *Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:*

Does not apply to this proposed action. 5.

#### 5. Animals

- a. *Check or underline any birds or animals that have been observed on or near the site, or are known to be on or near the site:*

- X ☐ Birds: hawk, heron, eagle, songbirds, other  
X ☐ Mammals: deer, bear, elk, beaver, other  
☐ Fish: bass, salmon, trout, herring, shellfish, other

- b. *List any threatened or endangered species known to be on or near the site.*

For complete wildlife analysis, refer to Draft and Final EIS, Chapter 3.



c. *Is the site part of a migration route? If so, explain.*

- Wildlife corridors traverse Section 36 along riparian corridors. (Draft EIS, page 3-6) The proposed transfer area does not contain any known migration route, wildlife corridor or riparian corridor. (Critical Areas Designation letter to City of Sammamish from Betsy MacWhinney, Senior Ecologist, King County DDES, December 7, 2006 and related attachments) The City of Sammamish will evaluate any future, proposed development project(s) through the SEPA process and will apply for permit approval by King County Department of Development and Environmental Services (DDES). Any proposed development must comply with all critical areas regulations and development standards of the King County Code, Title 21A.24.

d. *Proposed measures to preserve or enhance wildlife, if any:*

Does not apply to this proposed action. The City of Sammamish will evaluate any future, proposed development project(s) through the SEPA process and will apply for permit approval by King County Department of Development and Environmental Services (DDES). Potential adverse environmental impacts and mitigation will be evaluated as part of the SEPA process. Mitigation measures will be conditions of permit approval by DDES.

## 6. Energy and Natural Resources

a. *What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.*

Does not apply to this proposed action.

b. *Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.*

Does not apply to this proposed action.

c. *What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:*

Does not apply to this proposed action.

## 7. Environmental Health

a. *Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.*

None Known

1) *Describe special emergency services that might be required.*

Does not apply to this proposed action.

- 2) *Proposed measures to reduce or control environmental health hazards, if any:*  
Does not apply to this proposed action.

b. Noise:

- 1) *What types of noise exist in the area that may affect your project (for example, traffic, equipment, operation, other)?*  
Does not apply to this proposed action.
- 2) *What types and levels of noise would be created by or associated with the project on a short-term or long-term basis (for example, traffic construction, equipment operation, other)? Indicate what hours noise would come from the site.*

Does not apply to this proposed action.

- 3) *Proposed measures to reduce or control noise impacts, if any:*

Does not apply to this proposed action. The proposed land transfer agreement requires that the City of Sammamish "establish and maintain a 100-foot vegetated buffer between recreational facilities" on the site and any adjacent residential development existing if and when any recreational facilities are proposed. The intent of this requirement is to minimize potential noise impacts once actual development plans have been formulated.

The City of Sammamish will evaluate any future, proposed development project(s) through the SEPA process and will apply for permit approval by King County Department of Development and Environmental Services (DDES). Potential adverse environmental impacts and mitigation will be evaluated as part of the SEPA process. Mitigation measures will be conditions of permit approval by DDES.

8. Land and Shoreline Use

- a. *What is the current use of the site and adjacent properties?*

Site is currently undeveloped property with trails utilized by bikers, equestrians and pedestrians.

South – residential development

North/East/West will border on remainder of Soaring Eagle Park.

- b. *Has the site been used for agriculture? If so, describe.*

Unknown.

- c. *Describe any structures on the site.*

None

- d. *Will any structures be demolished? If so, what?*

No

- e. *What is the current zoning classification of the site?*

RA5-SO. The SO-180 is Special Overlay designation for Wetland Management Area. It identifies the site for special development conditions related to subdivisions and short subdivisions and clearing and grading.

- f. *What is the current comprehensive plan designation of the site?*

King County Owned Open Space/Recreation

- g. *If applicable, what is the current shoreline master program designation of the site?*

Does not apply to this site.

- h. *Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.*

For the proposed transfer, the City of Sammamish has prepared a wetland delineation study identifying the location of two Category III wetlands, which would require 150-foot buffers under the current King County Critical Areas code. According to DDES, no stream is located in the transfer area. (Critical Areas Designation letter to City of Sammamish from Betsy MacWhinney, Senior Ecologist, King County DDES, December 7, 2006 and related attachments)

- i. *Approximately how many people would reside or work in the completed project?*

Does not apply to this proposed action.

- j. *Approximately how many people would the completed project displace?*

Does not apply to this proposed action.

- k. *Proposed measures to avoid or reduce displacement impacts, if any:*

Does not apply to this proposed action.

- l. *Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:*

Does not apply to this proposed action. Any future development proposal for the transfer area will be required to meet all applicable King County zoning and development standards.

**9. Housing**

- a. *Approximately how many units would be provided, if any? Indicate whether high-, middle-, or low-income housing.*

Does not apply to this proposed action.

- b. *Approximately how many units, if any, would be eliminated? Indicate whether high-, middle-, or low-income housing.*

Does not apply to this proposed action.

- c. *Proposed measures to reduce or control housing impacts, if any:*

Does not apply to this proposed action.

**10. Aesthetics**

- a. *What is the tallest height of any proposed structure(s), not including antennas? What is the principal exterior building material(s) proposed?*

Does not apply to this proposed action.

- b. *What views in the immediate vicinity would be altered or obstructed?*

Does not apply to this proposed action.

- c. *Proposed measures to reduce or control aesthetic impacts, if any:*

Does not apply to this proposed action.

**11. Light and Glare**

- a. *What type of light or glare will the proposal produce? During what time of day would it mainly occur?*

Does not apply to this proposed action.

- b. *Could light or glare from the finished project be a safety hazard or interfere with views?*

Does not apply to this proposed action.

- c. *What existing off-site sources of light or glare may affect your proposal?*

Does not apply to this proposed action.

- d. *Describe proposed measures to reduce or control light and glare impacts, if any.*

Does not apply to this proposed action.

**12. Recreation**

- a. *What designated and informal recreational opportunities are in the immediate vicinity?*

The Draft EIS for the Section 36 Regional Park Master Plan states that there are a total of 12 parks located within an approximately five mile radius of Section 36. (Draft EIS, p. 4-2)

- b. *Would the proposed project displace any existing recreational uses? If so, describe.*

The proposed transfer will not displace any existing recreational use.

- c. *Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:*

Does not apply to this proposed action.

**13. Historical and Cultural Preservation**

- a. *Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.*

No

- b. *Generally describe any landmarks or evidence of historical, archaeological, scientific, or cultural importance known to be on or next to the site.*

"No historic buildings or archaeological artifacts are known to exist at the Section 36 park site." (SEPA Checklist and Environmental Analysis, July 1999, page B-26).

- c. *Proposed measures to reduce or control impacts, if any:*

The City of Sammamish will evaluate any future, proposed development project(s) through the SEPA process and will apply for permit approval by King County Department of Development and Environmental Services (DDES). Potential adverse environmental impacts and mitigation will be evaluated as part of the SEPA process. Mitigation measures will be conditions of permit approval by DDES.

**14. Transportation**

- a. *Identify public streets and highways serving the site and describe proposed access to the existing street system. Show on-site plans, if any.*

Does not apply to this proposed action because there is currently no proposed access to the transfer area. King County intends to retain an easement for ingress, egress and utilities in order to maintain access for County employees to the remainder of Section 36. For all additional answers to this Section 14, the City of Sammamish will evaluate any future, proposed development project(s) through the SEPA process

and will apply for permit approval by King County Department of Development and Environmental Services (DDES). Potential adverse environmental impacts and mitigation will be evaluated as part of the SEPA process. Mitigation measures will be conditions of permit approval by DDES.

- b. *Is the site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?*

Does not apply to this proposed action.

- c. *How many parking spaces would the completed project have? How many would the project eliminate?*

Does not apply to this proposed action.

- d. *Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).*

Does not apply to this proposed action.

- e. *Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.*

Does not apply to this proposed action.

- f. *How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.*

Does not apply to this proposed action. Proposed measures to reduce or control transportation impacts, if any:

Does not apply to this proposed action.

## 15. Public Services

- a. *Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.*

Does not apply to this proposed action. For all answers to this Section 15, the City of Sammamish will evaluate any future, proposed development project(s) through the SEPA process and will apply for permit approval by King County Department of Development and Environmental Services (DDES). Potential adverse environmental impacts and mitigation will be evaluated as part of the SEPA process. Mitigation measures will be conditions of permit approval by DDES.

- b. *Proposed measures to reduce or control direct impacts on public services, if any:*

Does not apply to this proposed action.

**16. Utilities**

- a. *Underline utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.*

None

- b. *Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity that might be needed.*

Does not apply to this proposed action. The City of Sammamish will evaluate any future, proposed development project(s) through the SEPA process and will apply for permit approval by King County Department of Development and Environmental Services (DDES). Potential adverse environmental impacts and mitigation will be evaluated as part of the SEPA process. Mitigation measures will be conditions of permit approval by DDES.

**C. SIGNATURE**

*The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.*

Signature:

Thomas Honey

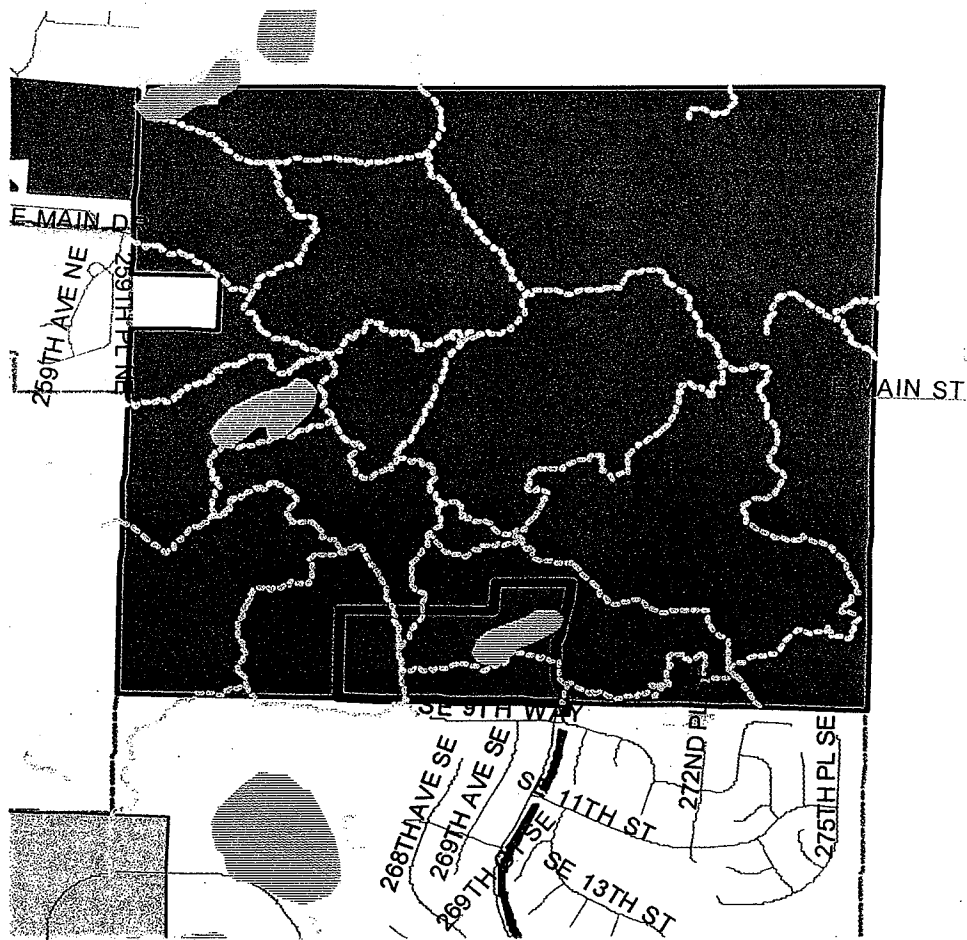
Title:

ASSISTANT DIRECTOR, KC PARKS

Date Submitted:

1-2-08

SOARING EAGLE PARK PORTION  
Subject area









**King County  
Department of Development  
and Environmental Services**

900 Oakesdale Avenue Southwest  
Renton, WA 98055-1219

December 7, 2006

Linda Frkuska, Park Planner  
City of Sammamish  
Department of Parks & Recreation  
801 228<sup>th</sup> Ave. SE  
Sammamish, WA 98075

**RE:** Critical Areas Designation for Soaring Eagle Park, Portion of Parcel 3625069001  
**Status:** Complete

Dear Linda:

The above-referenced parcel was reviewed to complete a Critical Areas Designation. Review consisted of a site visits during 2005 and 2006, review of a wetland delineation report, and in-office review of existing maps and inventories.

Wetlands have been delineated by City of Sammamish staff (Kathy Curry), and documented in a report dated October 5, 2006 are described in the paragraphs below, and shown on the attached site plan.

The parcel contains two Category III wetland with 25 habitat points. Wetlands have been flagged and surveyed, and documented in a letter report (Curry, October 5, 2006). Standard buffers for this category of wetland for development of active recreation are currently 150 feet.

This completed Critical Areas Designation letter and attached site plan are vested for five years from the date of this letter. The site plan is based on a survey of the wetland locations prepared by the City of Sammamish.

Sincerely,

A handwritten signature in black ink, appearing to read "Betsy MacWhinney".

Betsy MacWhinney, Senior Ecologist  
Critical Areas Section  
Land Use Services Division

Cc: Joe Miles, Manager, Land Use Services Section, DDES  
Sharon Claussen, Project Manager, Natural Resources & Parks, MS KSC-NR-0700

about 14.1% (range 10.7% to 17.5%) of the population aged 15 years and over had a current mental illness, compared with 10.2% (range 7.5% to 12.9%) in 1997.



**EXISTING FEATURE SYMBOL LEGEND**

Existing facility  
 Existing active service  
 Proposed for next period only

**EXISTING LINE LEGEND**

Existing  
 Proposed Service Change

[illegible]

SOARING EAGLE PARK  
1,306,344 SF  
29.990 AC

TROSSACHS DIVISION NO. 7

SE 9TH WAY

TROSSACHS BLVD

[illegible]

## SECTION 36

ALONG EACH SIDE  
WETLANDS

ACB / 1000000

301 - 2281TH AVE SE  
SACRAMENTO WASHINGTON 98025-7550

0.1125

**INTERGOVERNMENTAL LAND TRANSFER AGREEMENT  
BY AND BETWEEN KING COUNTY AND CITY OF SAMMAMISH**

**Soaring Eagle Park**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Sammamish, Washington, hereafter referred to as the "City", and King County, Washington, hereafter referred to as the "County".

WHEREAS the City desires to own, operate, and maintain parks, open space, recreation facilities and programs inside or adjacent to its boundaries; and

WHEREAS the County, under the authority of RCW 36.89.050, King County Resolution 34571, and other federal, state and county laws, has acquired and developed a substantial park, recreation and open space system that depends on the continued operation of its many individual properties and facilities in order to fully serve the needs of the residents of King County and the cities within it; and

WHEREAS the County desires to divest itself of ownership, management, and financial responsibility for certain parks, open space, recreational facilities and programs inside and near the City boundaries; and

WHEREAS the County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities; and

WHEREAS, to the extent the City provides scholarships, reduced fees or other means of assuring access to parks and recreational programming for City residents, the City has a goal of ensuring that such scholarships or other needs-based rates and programs are available to all persons desiring to use the park and recreational programs regardless of residency; and

WHEREAS, the County is willing to provide 29.99 acres (hereinafter called 30 acres) of Soaring Eagle Park (formally known as Section 36 Park) to the City; and,

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. **Conveyance of Title:**

- 1.1 Within 30 days of removal of the contingencies set forth in Section 1.2 and 1.4 of this Agreement, King County shall convey to the City by deed all its ownership interest in the 30 acre portion of the property ("Property") known as Soaring Eagle Park which is more particularly described in Exhibit "A" and as depicted in Exhibit "B", attached hereto and incorporated herein, with the exception of the easement referenced in paragraph 1.6 below.
- 1.2 The City has reviewed Project Agreement for Project No. 91-210A (Amendment 1) between King County and the Washington State Interagency Committee for Outdoor Recreation ("IAC") for funding for the development of the Property. The County shall solicit approval from the IAC (or its successor agency) to remove the Property from the Project Agreement. Should the IAC refuse to remove the Property from the Project Agreement, the City agrees that it shall execute an amendment to the Project Agreement that substitutes the City for the County as the "Contracting Party" in the Project Agreement so that the City shall become the "Project Sponsor" for the Property. The City shall execute this amendment within (15) days of written notification from the County that the request to remove the Property from the Project Agreement was denied. If, after a total time of two years from the execution of this Agreement, (a) the IAC has not approved removal of the Property from the Project Area or (b) the City has not been designated by the IAC as the Contracting Party, either party may terminate this Agreement and the parties shall have no further rights or obligations to one another.
- 1.3 The deed shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County public park, recreation and open space system. The County and City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:
  - (a) The City, as required by RCW 36.89.050 covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore.
  - (b) Any maintenance support facility to be built on the Property by the City shall be limited to supporting recreational activities on the Property only and shall not be used to support other parks or general municipal functions.
  - (c) The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to

city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes.

- (d) The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses.

- 1.4 Prior to conveyance of the Property, the City shall apply for public agency subdivision approval, consistent with the exemption contained in King County Code 19A.08.040, to create the parcel described in Exhibit "A", and depicted in Exhibit "B." If approval under this exemption specified in the Code is not obtained within one year from the effective date of this Agreement, the parties may extend the time by not more than one additional year. The County Executive shall provide a memo, letter or other communication to the appropriate King County Department indicating the support of the County Executive to the subdivision exemption application by the City, consistent with law or regulation. If, after a total time of two years from the execution of this Agreement the subdivision exemption is not approved either party may terminate this Agreement and the parties shall have no further rights or obligations to one another.
- 1.5 The County shall reserve an easement for ingress and egress, public access, and utilities across the Property in a location shown in Exhibit "C," which easement shall be aligned with the southern access road onto the Property.
- 1.6 The City agrees to establish and maintain a 100 foot vegetated buffer between any future recreational facilities on the Property and any adjacent residential development existing as of the date the Property is developed with such recreational facilities.

- 2. **Existing Restrictions, Agreements, Contracts or Permits:** The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title existing at the time of conveyance and in the deed of conveyance.

- 3. **Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services**

- 3.1 The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at the Property.
- 3.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or

agent of King County is authorized otherwise.

- 3.3 The City acknowledges and agrees that except as indicated in paragraph 5.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

**4. Environmental Liability:**

- 4.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 4.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.
- 4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 10 days after discovery. After notice is provided the parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement. If the City fails to provide timely notice as provided for herein it shall be prohibited from bringing a statutory claim for contribution against the County.
- 4.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

**5. Indemnification and Hold Harmless:**

- 5.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 5 of this Agreement. In the event that any suit based upon such a claim,

action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.

- 5.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- 5.3 The City shall indemnify and hold harmless King County and its elected officials, officers, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.
- 5.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.
- 5.5 Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.
6. **Audits and Inspections:** Until December 31, 2014, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours



within a reasonable time of the request.

7. **Waiver and Amendments:** Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.
8. **Entire Agreement and Modifications:** This Intergovernmental Agreement and its Exhibits set forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.
9. **Duration and Authority:** This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.
10. **Notice:** Any notice provided for herein shall be sent to the respective parties at:

KING COUNTY  
Director, Department of  
Natural Resources and Parks  
King Street Center  
201 S. Jackson Street, Ste 700  
Seattle, WA 98104

CITY OF SAMMAMISH  
Attn: City Manager  
801 - 228<sup>th</sup> Ave SE  
Sammamish, WA 98075

IN WITNESS WHEREOF, the parties have executed this Agreement.

KING COUNTY

CITY OF SAMMAMISH

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

## EXHIBIT "A"

**PSE**

800-454-7661

22172 20th Avenue N.E. Suite 100  
Bellevue, WA 98004-4411  
Phone (206) 305-2761 Fax (206) 305-2762  
www.psestl.org

Public Forestry & Environment

### "EXHIBIT A"

#### CITY OF SAMMAMISH PARK

A parcel of land situate in the south one-half of Section 36 Township 25 North Range 3 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the south 1/4 corner of said section, being a 4-inch by 4-inch concrete monument with a 1-1/2 inch brass disc with punch mark, bears of bearing per plat Tlousachs Division No. 7 as recorded under King County Recording number 98:2180308; thence along the south line of the southwest quarter of said Section 36 North 88°24'44" West, 1086.77 feet, thence perpendicular to said south line North 01°35'16" East 747.46 feet; thence parallel to the south line of said southwest quarter South 88°24'44" East 1092.13 feet, thence perpendicular to said south line North 01°35'16" East, 254.45 feet thence parallel to the south line of the southeast quarter of said Section 36, South 88°13'33" East 583.42 feet; thence South 10°41'37" West 153.38 feet to the beginning of a curve concave to the west, from which the radius point bears North 78°18'23" West, 1461.83 feet; thence along said curve southerly 72.44 feet through a central angle of 02°50'22" to the end of curve thence South 13°31'58" West, 179.83 feet to the beginning of a curve concave to the west, from which the radius point bears North 76°28'01" West, 1464.00 feet thence along said curve southerly 72.46 feet through a central angle of 02°50'12" to a reverse curve concave to the east, from which the radius point bears South 73°27'49" East 379.82 feet; thence along said curve southerly 122.81 feet through a central angle of 18°32'29" to the end of curve; thence South 02°10'19" East, 3.91 feet to the beginning of a curve concave to the west, from which the radius point bears South 27°49'42" West, 1173.36 feet; thence along said curve southerly 60.06 feet through a central angle of 03°54'13" to the end of curve; thence South 01°43'56" West, 24.15 feet to the beginning of a curve concave to the east, from which the radius point bears South 88°16'05" East 182.77 feet; thence along said curve southerly 20.64 feet, through a central angle of 06°28'17" to the end of curve; thence South 04°44'22" East, 84.55 feet to the beginning of a curve concave to the east, from which the radius point bears North 85°16'38" East, 182.77 feet thence along said curve southerly 84.35 feet, through a central angle of 20°10'23" to the end of curve; thence South 24°54'48" East, 36.86 feet to the beginning of a curve concave southwesterly, from which the radius point bears South 85°05'15" West, 176.35 feet; thence along said curve southerly 77.77 feet through a central angle of 25°15'03" to the end of curve, thence South 00°21'18" West, 28.88 feet to the south line of said Section 36; thence along said south line North 88°13'33" West, 612.33 feet to the Point of Beginning containing 1,306.344 sq ft. (29.99 acres; more or less



07/06/2008

# EXHIBIT "B"

## SOARING EAGLE PARK PROPOSED PROPERTY LINES

## EXHIBIT MAP

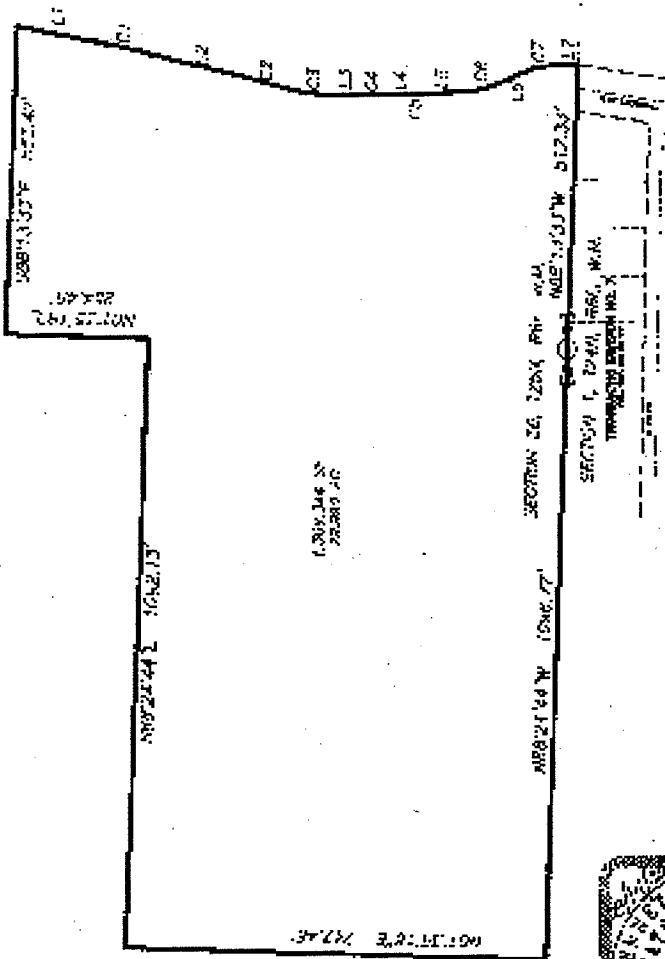


100% SOARING & OBSERVATION, INC.  
2001 20th St. SW, Suite 100  
Burlington, WA 98948  
425-362-0225

LINE	BEARING	LENGTH
11	S 10°41'37" W	163.56
12	S 13°11'50" E	174.03
13	S 02°10'10" E	70.01
14	S 01°32'55" W	74.75
15	S 04°14'20" E	84.23
16	S 28°54'45" E	100.80
17	S 00°31'12" E	20.68

CURVE	SOGSUS	ANGLE	DETA	LENGTH
01	1441.45	230°13'	32.44	
02	1464.00	255°59'	72.48	
03	374.82	18°12'20"	122.21	
04	1125.65	5°24'13"	93.08	
05	122.77	6°28'11"	22.64	
06	162.27	35°10'23"	54.35	
07	178.55	25°16'01"	77.77	

START & END POINTS OF CURVES  
CURVE 01: 1441.45, 1441.45, 1441.45  
CURVE 02: 1464.00, 1464.00, 1464.00  
CURVE 03: 374.82, 374.82, 374.82  
CURVE 04: 1125.65, 1125.65, 1125.65  
CURVE 05: 122.77, 122.77, 122.77  
CURVE 06: 162.27, 162.27, 162.27  
CURVE 07: 178.55, 178.55, 178.55



NTS

